

The complaint

Ms J has complained that Inter Partner Assistance SA (“IPA”) declined a claim made under her travel insurance policy.

What happened

The background to this complaint is well known to the parties and not in dispute. In summary Ms J was visiting one city in North America (city A) when a traumatic incident occurred. Ms J’s daughter and her family were hospitalised in city B – having suffered a house fire. Ms J travelled to be with her daughter. She claimed for the unused accommodation and train ticket from city B back to city A.

IPA declined her claim. It said that it wasn’t covered by the policy. Our investigator didn’t conclude that IPA had unreasonably declined the claim based on the policy terms.

Ms J appealed. She said that she believes she was misled in what she was actually covered for having read the insurance documentation. She said that she thought she was covered for all scenarios. She felt that as the policy covered curtailment and that an accident had happened to her daughter her claim fell within the policy criteria, and she should be recompensed.

As no agreement has been reached the matter has been passed to me to determine.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. I’ve focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

IPA has a responsibility to handle claims promptly and fairly. And it shouldn’t reject a claim unreasonably. So I’ve looked carefully at all the circumstances in order to see if IPA treated Ms J fairly. Having done so, and although I’m sorry to disappoint Ms J, I agree with the conclusion reached by the investigator for the following reasons:

- I do appreciate that Ms J felt she was misled as to what her policy actually covered. But the policy itself says on the first page, under Essential Information: *To ensure that your policy meets your requirements, read this Policy Wording and your Policy Certificate carefully. It is important that you understand the extent of your cover, what is included, and what is not.* The policy also says, under About your policy wording – *Remember no policy covers everything.*
- It is completely understandable why Ms J took the action she did given the situation. Cutting the trip short due to the illness or injury of a close relative *is* covered by the

policy. And close relatives were ill here so I can see why Ms J thinks the cover should apply.

However Cancelling or cutting short a trip has a special meaning which is defined in the policy as follows:

Either:

a) You cutting short the trip after you leave your home by direct early return to your home.

b) You attending a hospital outside your home area as an in-patient or being confined to your accommodation abroad due to personal quarantine, in either case for a period in excess of 24 hours.

Neither of these apply here – Ms J didn't return to her home, which is defined as her permanent UK home address listed on her policy schedule. Nor was she hospitalised or quarantined.

Additionally 'Trip' also has a special meaning. As far as relevant here: *'Trips outside the UK must start and end in your home area'*.

- The policy also requires the policyholder to get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return home prior to having to cut short your trip for any of the reasons listed in the cover section. Ms J didn't call – she has said calling the insurer wasn't possible in the early hours and from where she was staying. But had she done so it is likely she would have been advised that there was no cover unless she was returning to her UK home, which for obvious reasons she didn't wish to do. The policy document gives 'the numbers you may need' and indicates that Medical Emergency Assistance is available 24 hours a day, 7 days a week.
- Despite my natural sympathy for the situation Ms J found herself in, I don't find that IPA treated her unfairly, unreasonably, or contrary to her policy terms by declining her claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 27 March 2025.

Lindsey Woloski
Ombudsman